

70-99-02515

Fixed Rate - Consumer

REAL ESTATE MORTGAGE NOTE

\$ 109,000.00

Cleveland, Ohio, 11/10/98

For value received, the undersigned jointly and severally promise to pay to the order of THIRD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEVELAND, at its office at 7007 Broadway Avenue, Cleveland, Ohio, 44105, or at such other place as may be designated by the holder of this note, the principal sum of One Hundred Nine Thousand and No/100 -----

----- Dollars
(\$ 109,000.00), together with interest from the date hereof on any unpaid balance due under the terms hereof, at the rate of 6.8750 % per annum, payable in 360 monthly installments of \$ 716.06, plus additional amounts for taxes and assessments, insurance and other charges as provided for in this note and in the mortgage of even date hereof securing the same. The first payment to be made on January 1, 1999 and a payment on the first day of each calendar month thereafter until the entire principal sum is fully paid together with all interest, plus additional amounts for taxes and assessments, insurance and other charges as provided herein, and in the mortgage of even date hereof securing the same. In any event, the unpaid balance of this obligation shall be due January 1, 1999 and payable 30 years from the date hereof.

All monthly payments will be applied to interest before principal.

In the event of any default in the payment of any installment, or any portion thereof, when the same becomes due, including any additional payments required under the terms of the mortgage securing this note, and such default continues for a period of more than fifteen (15) days,

the undersigned agree to pay a late charge of 5 cents per each dollar of such total installment, including principal and interest, taxes and assessments and other charges provided for in this note or the mortgage securing the same, as compensation for handling delinquent payments.

In the event of any default in the payment of any installment when the same becomes due, including any additional payment required under the terms of this note or the mortgage securing this note, and said default continues for a period of more than thirty (30) days, or in the event of default in the observance or performance of any of the covenants, terms or conditions of the mortgage securing this note, then the entire remaining unpaid balance shall become due and payable at once, without notice, at the election of the holder hereof and shall bear

interest at a rate which is 3 % per annum higher than the rate of interest then accruing under the terms of this note.

If all or any part of the property or any interest therein described in the mortgage given to secure the payment hereof is sold, transferred or assigned, either by voluntary or involuntary act of the maker hereof, or by operation of law, without the prior written consent of the holder hereof, excluding (a) the creation of a lien or encumbrance subordinate to the mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, the holder may, at holder's option, declare all sums owing under this note to be immediately due and payable and the unpaid principal balance owing hereunder shall thereafter bear interest at a rate which is

3 % per annum higher than the rate of interest then accruing under the terms of this note.

Payments in excess of said monthly installments cannot be used to make up subsequent installments without the written consent of the holder hereof. The acceptance at any time of payments in lesser or greater amounts than those herein stipulated shall not operate as a waiver of the right of the holder hereof to require payments to be made in the exact amount and according to the schedule stipulated in this note.

Additional payments to apply upon the said principal amount of this note may be made without penalty at any time.

This note is secured by a mortgage of even date herewith.

The undersigned hereby waive any homestead or other exemption rights as to the property securing this debt.

Presentment, protest, and notice are hereby waived.

The undersigned hereby waive notice of and consent to any extensions of this note or any part thereof without notice.

Adam T Dusek
ADAM T DUSEK

Jennifer L Kall
JENNIFER L KALL

3355 SUNHAVEN OVAL
PARMA, OH 44134-5836
Property Address

